

EXHIBIT B

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Aircraft Dry Lease Agreement

This non-exclusive Lease Agreement (this "lease") supersedes any and all previous arrangements starting this 10th day of February, 2017, between Ascent Aviation Solutions LLC, a Texas limited liability company located at 3026 W. Nasa Blvd, Webster, TX 77598 (hereinafter referred to as "Lessor") and Kevin Williams, 41261 Park 290 Drive, Waller, TX 77484 (hereinafter referred to as "Lessee")

Witnessst:

Whereas, Lessor is the registered owner of a 1972 Cessna Citation aircraft, serial number C500-040, FAA registration number N98Q together with all equipment, components, parts, additions, accessions and attachments (hereinafter referred to as the "Aircraft", and

Whereas, Lessor desires to lease the Aircraft to Lessee in accordance with the terms and conditions set forth herein, and

Whereas, Lessee desires to lease the Aircraft to Lessor in accordance with the terms and conditions set forth herein, and

Now therefore, in consideration of the promises and mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

Lease of Aircraft

Lessor agrees to lease to Lessee the Aircraft without crew on a non-continuous, non-exclusive basis pursuant to this Lease subject to the availability of the Aircraft and at the price and terms and conditions herein.

Term

The term of the lease shall commence on February 10, 2017 ("Commencement Date"), and shall continue for a period of one (1) year from the Commencement Date. Each year thereafter, Lessee shall have the option to extend the lease for an additional year. Each extension shall occur automatically unless, not less than thirty (30) days before the expiration of the applicable term; Lessee notifies Lessor in writing that the lease shall not be extended. In addition, either party may at any time terminate this lease upon thirty (30) days written notice to the other party delivered or mailed to the addresses set forth above.

Lease of Aircraft

The Lessee shall pay the Lessor \$1000.00 per flight hour as recorded on the Hobbs meter, beginning on February 10, 2017. The charges specified may be evaluated and adjusted on an annual basis, or at any other time as necessary and mutually agreed upon. Payments due under this shall be made within 15 days of receipt of invoice.

Operational Control

For the times when the Aircraft has been scheduled and tendered to Kevin Williams, Kevin Williams shall be considered responsible for the operational control of the Aircraft under this lease, with respect to the exercise of the authority over the initiating, conducting, and terminating of the flight and the assumption of risk.

Pilots

The Lessee will contract only those pilots who meet or exceed all the qualifications established by the policies of insurance as described in the insurance section below.

Scheduling

During the term, Lessor agrees to make the Aircraft available to Lessee at Lessee's request, subject only to use by other Lessees which is scheduled prior to any use request made by Lessee. The Aircraft will be available for use only when the aircraft is not undergoing maintenance or inspection.

Operation Expenses

The Lessee shall pay for all expenses incidental to the operation of the Aircraft while in the possession of the Lessee, including, but not limited to fuel, crew salaries, catering, Aircraft supplies, crew expenses, landing fees, parking fees, de-icing fees, handling fees, and any other incidental expenses.

The Lessor shall pay all costs for servicing of loan secured by the aircraft, charts, insurance, hangar, cleaning, and maintenance.

Taxes

The Lessee shall be responsible for and pay all taxes owed as a result of the lease, in addition to the lease payment provided for above, including without limitation, Texas sales/use tax. However, the Lessor shall be responsible for and shall pay all fees and ad valorem taxes arising out of the ownership of the aircraft.

Lessor's Representations

The Lessor hereby represents and warrants that the aircraft will be in good operating and mechanical condition upon delivery to the Lessee and that it does not know of any facts or information which would prohibit or restrict the Lessee's proposed use of the Aircraft. The Lessor further represents that the Aircraft meets all airworthiness directives and complies with all mandatory service bulletins and any other maintenance or operational publications of the manufacturer of the airplane, engines, or accessories in existence on the day of delivery of the Aircraft.

Title

The registration and title of the Aircraft shall be in the name of the Lessor and the Aircraft, at all times during the term of the lease or any extension, and shall bear United States registration markings. All responsibility and obligations with regard to the operation of the Aircraft shall be borne by the Lessee.

Termination of Agreement

At the termination of the lease by expiration or otherwise, Lessee shall return the Aircraft to Lessor in as good operating condition and appearance as when received, ordinary wear and tear, and deterioration excepted.

Inspection by Lessor

The Lessee agrees to permit Lessor or any authorized agent to inspect the Aircraft at any reasonable time and furnish any information that Lessor may reasonably request with respect to the Aircraft and/or its use. At the time of any such inspection, the Lessee shall make available to the Lessor all of the Aircraft records and all other appropriate maintenance records.

Maintenance and Repair

The Lessor, at the Lessor's own cost and expense, shall repair and maintain the Aircraft during the term of this Lease so as to keep it in good and safe operating condition as when delivered to the Lessee. The Lessor shall pay all costs and expenses of new parts and accessories for replacement, including transportation charges thereon. The Lessor shall be entitled to any and all salvage from broken or worn out parts.

All inspections, repairs, modifications, maintenance, and overhaul work to be accomplished by the Lessor shall be performed by personnel certificated to perform such work and shall be performed in accordance with the standards set by the FAA Regulations.

Accident and Claim

The Lessee shall immediately notify the Lessor of any accident or incident involving the Aircraft. The notification shall specify the time, place, and nature of the accident or incident, the names of any witnesses, the nature of property damage, and such other information as may be known. The Lessee shall advise the lessor of all correspondence, papers, notices and documents whatsoever received by the Lessee in connection with any claim or demand involving or relating to the Aircraft or its operation. The Lessee shall aid in any investigation instituted by the Lessor and in the recovery for any damage from third persons liable therefore.

Aircraft Location

The Aircraft will be primarily based in Houston, Texas. The Lessee agrees not to operate the Aircraft in any location that may be excluded from the terms of any applicable insurance policy or that is prohibited by the terms of the Lessor's financing documents.

Insurance

The Lessor, at its own expense shall maintain in effect during the term of the lease, all-risk insurance covering the aircraft. In addition, the Lessor shall maintain comprehensive public liability and property damage insurance in the amount of \$1,000,000.00. Said insurance may not be canceled or altered without at least thirty calendar days written notice and shall not be invalidated or suspended by any breach warranty, act error, or omission on the part of the Lessee or Lessee's agents.

Records

The Lessor shall maintain all logs, books, and other records pertaining to the operation of the Aircraft and its engines, in compliance with all applicable Federal Aviation Regulations. The Lessor shall make such records available for examination.

Alterations and Modifications

Except in accordance with other written agreements entered into subsequent to the date of this Lease between the Lessee and the Lessor regarding maintenance of the Aircraft, only the Lessor shall have the right to alter, modify, or make additions or improvements to the aircraft. All modifications, alterations, additions, and improvements that are made shall become the property of the Lessor and shall be subject to all the terms of the Lease.

Restrictions on Use

The Lessee may only operate the Aircraft for the purposes and within the geographical limits of the insurance policy or policies obtained in compliance with the insurance section of this Lease and in compliance with the Lessor's financing documents. At all times the Aircraft shall be operated in accordance with the Aircraft Flight Manual and all manufacturers' suggested operating procedures. Furthermore, the Lessee shall not use the Aircraft in violation of any foreign, federal, state, or municipal law or regulation. The Lessee shall be solely responsible for any fines, penalties, forfeitures occasioned by any violation of the Lessee.

Assignment

Lessee shall not assign this Lease or any interest in the aircraft, or sublet the Aircraft, without prior written consent of Lessor. Subject to the foregoing, this Lease insures to the benefit of, and is binding on, the heirs, legal representatives, successors and assigns of the parties.

Return of Aircraft to Lessor

Following each Lessee trip, and upon the expiration of the term, or upon its termination by default, Lessee shall at its expense return the aircraft to Lessor to the Primary Hangar location or some other location mutually agreed upon by both parties.

Indemnification

Each party hereto agrees to indemnify and hold harmless the other against all losses, including cost, attorney fees and expenses by reason of claims for injury to or death of persons and loss of or damage to property arising out of or on in any manner connected with the performance of such party's responsibilities under the Lease or the use, operation or maintenance of the Aircraft by such party, or any breach by such party of any covenant or warranty made herein. Lessee or Lessor agree that in the event either party shall be liable to the other for any reason relating to this Lease, that under no circumstances shall the damaged party be entitled to any special, punitive or consequential damages, including but not limited to damages for lost profits.

Default

If the Lessee should fail to keep and perform each and every one of the terms of this Lease, then and in any of such events, Lessee will be deemed in default hereunder if, following 10 days written notice from Lessor to Lessee specifying a default, Lessee has not cured a default. The Lessee shall also be in default hereunder (and Lessor shall not be obligated to send notice of such default) if the Aircraft is misused or abandoned or if the Lessee shall become insolvent, commit any act of bankruptcy or if bankruptcy proceedings are begun by or against the Lessee. If the Lessee is in default hereunder, the Lessor will have any and all rights and remedies conferred upon Lessor under Texas law and/or federal law including, without limitation, the right to terminate the lease, the right to perform any obligation of the

Lessee which the Lessee failed to perform, at the Lessee's sole cost and expense to be reimbursed to the Lessor, the right to proceed against the Lessee for damages resulting from any such default, and/or the right to take possession of the Aircraft. Any act or thing done by the Lessor pursuant to the provisions of this paragraph shall not be or be construed as a waiver of any such default by the Lessee, or as a waiver of any covenant, term or condition herein contained or of the requirement of performance thereof, or of any other right or remedy of the Lessor hereunder or otherwise.

General Provisions

This Lease and all the rights of the parties hereunder shall be construed and enforced in accordance with the laws of the State of Texas without giving effect to its conflicts of laws and principles.

This Lease supersedes all other prior written agreements and understandings between the parties, and no modification, termination or attempted waiver shall be valid unless in writing and signed by both parties below.

Any notice required or permitted under this lease shall be given in writing and shall be effective for all purposes if hand delivered to the party designated below or if sent by certified, or registered United States mail, postage prepaid or by expedited delivery service, either commercial or United States Postal Service, with proof of delivery addressed as follows:

Lessee: Kevin Williams
41261 Park 290 Drive
Waller, TX 77484

Or to such other address or person as shall be designated from time to time by Lessee, as the case may be, in a written notice to the other in a manner provided for in this paragraph. The notice shall be deemed to have been given at the time of delivery if hand delivered or in the case of registered or certified mail, three (3) business days after the deposit to the United States mail, or by expedited delivery, upon first attempted delivery on a business day. A party receiving notice which does not comply with the technical requirements for notice under this paragraph may elect to waive any deficiencies and treat the notice as being properly given.

All terms and conditions, and agreements contained herein are intended by the parties to be a lease; the Aircraft is and all times shall remain the property of the Lessor and the Lessee shall not have any right, title, or interest therein or in the proceeds thereof except as expressly permitted hereunder.

If any action is instituted to enforce any of the terms and conditions of the Lease, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred in such action.

Invalid Provisions

If any clause or provision of this Lease is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction or by operation of applicable law, such adjudication shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Regulatory Requirements

Lessor understands that it is required to, and represents that it will, mail a copy of this Agreement to the FAA within 24 hours of its execution to the following address via certified mail, return receipt requested. FAA, Aircraft Registration Branch, ATTN: Technical Section, P.O. Box 25724, Oklahoma City, OK 73125

Lessor understands that it is required to, and represents that it will, provide notification (or cause such notification to be provided) to the FAA at least 48 hours prior to the first flight of the Aircraft under this Agreement. This notification must be made to the Flight Standards District Office, General Aviation District Office, Air Carrier District Office, or International Field Office nearest the airport where the lease or contract flight will originate. And may be made in person or by telephone.

Truth in Leasing

In accordance with FAR Section 91.23, it is hereby stated as follows:

Lessor hereby certifies that the Aircraft has been inspected and maintained within the 12 month period preceding the date of this Agreement (or such will continue to be maintained and inspected, in accordance with the provisions of FAR Parts 91 or 135 whichever is applicable, and all applicable requirements for maintenance and inspection thereunder have been complied with.

Lessee agrees, certifies and knowingly acknowledges that when the Lessee operates the Aircraft under this Agreement, it shall be known as, considered, and will in fact be the operator of the Aircraft as provided herein.

The undersigned Lessee certifies that it is responsible for operational control of the aircraft during the term of the Lease and that it understands its responsibilities for compliance with applicable Federal Aviation Regulations.

The parties hereto certify that a true copy of this Agreement shall be carried on the aircraft at all times, and shall be made available for inspection upon request by an appropriately constituted Identified Representative of the Administrator of the FAA.

In Witness Whereof, each of the parties has caused this lease to be executed as of the date written above, by its respective officer thereunto duly authorized.

By:  Date 2-10-2017

Lessor: Ascent Aviation Solutions LLC

By:  Date 2/6/2017

Lessee: Kevin Williams, an individual